

AGREEMENT NO. _____

**AMERICAN RESCUE PLAN ACT (ARPA)
BOYS & GIRLS CLUBS OF KERN COUNTY
CAPITAL IMPROVEMENT PROJECT**

This **AGREEMENT** is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY" herein) and **BOYS AND GIRLS CLUBS OF KERN COUNTY (BGCKC)**, a California non-profit, public-benefit corporation ("SUBRECIPIENT" herein).

R E C I T A L S

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, ARPA established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") program; and

WHEREAS, the SLFRF program is intended to provide support to State, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, on May 10, 2021, the U.S. Department of the Treasury (hereinafter "TREASURY") issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (hereinafter "CFR"); and

WHEREAS, on January 27, 2022, TREASURY adopted the interim rule published on May 10, 2021, with amendments as the final rule; and

WHEREAS, under the final rule, recipients may use SLFRF for capital expenditures that support an eligible COVID-19 public health or economic response such as capital improvement projects for qualified established non-profit youth development organizations within the Qualified Census Tracts within Bakersfield City Limits; and

WHEREAS, on October 2, 2024, CITY issued a Request for Proposals (RFP) to provide Capital Improvement Funding for Non-Profit Youth Development Organizations; and

WHEREAS, staff evaluated nine (9) proposals from interested parties requesting funds; and

WHEREAS, SUBRECIPIENT submitted a proposal to CITY for SLFRF to support Capital Improvement aimed at enhancing its facilities and expanding its capacity to serve at-risk youth in the community (hereinafter "PROJECT"); and

WHEREAS, CITY has determined that the SUBRECIPIENT's PROJECT is an eligible use of funds under ARPA and the final rule; and

WHEREAS, CITY desires to utilize SLFRF to support the PROJECT; and

WHEREAS, CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third party, any funds until and after CITY receives Grant funds from the federal government.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and SUBRECIPIENT mutually agree as follows:

1. GRANT. It is expressly agreed and understood that the total amount granted by CITY to SUBRECIPIENT under this Agreement shall not exceed NINE HUNDRED THOUSAND DOLLARS **(\$900,000)**.

1.1. Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third party, any funds until and after CITY receives, Grant funds from the federal government. If CITY does not receive such funds, CITY or SUBRECIPIENT, at its option, may terminate this Agreement without any liability to the other. SUBRECIPIENT shall not be entitled to any damages from CITY and CITY shall not be entitled to any remedy against SUBRECIPIENT if either terminates the Agreement, even if SUBRECIPIENT, CITY or any third party has detrimentally relied upon this Agreement.

1.1.1. SUBRECIPIENT shall conform to the "time frame" as set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference. SUBRECIPIENT shall pay for any and all costs greater than NINE HUNDRED THOUSAND DOLLARS **(\$900,000)**.

1.2. Scope of Grant. The scope of grant consists of planned upgrades to the Teen Center/Life & Workforce Readiness Center, including site preparation and development for the Monterey Street properties, as more specifically described in **Exhibit "A,"** attached hereto and incorporated herein by reference as if set forth in full.

That portion of the scope of grant related to the Boys & Girls Club – Teen Center/Life & Workforce Readiness Center (Phase 1) capital improvement project shall specifically comply with the requirements set forth in 2 CFR Part 200, 2 CFR Part 200.401 (a); and 2 CFR Part 200.501 (a).

1.3. Eligible Claims for Payment. CITY agrees to pay eligible claims for payment to SUBRECIPIENT within thirty (30) days after CITY receives an eligible claim for payment as set forth herein, and a properly designated SUBRECIPIENT official certifies the claim.

1.4. Method of Payment. SUBRECIPIENT shall request all payments in accordance with 2 CFR 200.305(b)(3). Other allowable payment methods under 2 CFR 200.305(b) are subject to CITY approval before SUBRECIPIENT may request payment under those circumstances. SUBRECIPIENT shall properly itemize and document claims for payment to clearly show the items, tasks, or services for which SUBRECIPIENT claims reimbursement, as well as describing to which of the activities the payment is related. SUBRECIPIENT shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy and may refuse to pay any claim until explained to CITY's satisfaction. SUBRECIPIENT shall submit adequate documentation in accordance with 2 CFR 200.403(g), and 2 CFR 200.302 to CITY to determine cost eligibility and allowance.

1.4.1. All amounts requested by SUBRECIPIENT shall conform to the restrictions of 2 CFR 200.400, 2 CFR 200.305(b) and the requirements set forth in **Exhibit "B,"** attached hereto and incorporated by reference and entitled Invoicing and Budget Detail.

1.5. Term. The term of this Agreement shall begin upon execution of this Agreement by all parties and end on December 31, 2025.

2. SUBRECIPIENT's OBLIGATIONS. In addition to the terms stated herein, SUBRECIPIENT shall comply with the following Federal and State laws and regulations:

2.1. Laws and Regulations

2.1.1. Federal. SUBRECIPIENT shall obey the Act, any amendments, Federal regulations, and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. SUBRECIPIENT shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

2.1.2. California. SUBRECIPIENT shall comply with all provisions of California law applicable to this Agreement.

2.1.3. Independent Contractor. SUBRECIPIENT understands and agrees that it is an "independent contractor" with respect to the services to be performed under this Agreement. SUBRECIPIENT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance. This shall not be construed as forming a partnership or any other association with SUBRECIPIENT other than that of an independent contractor.

2.1.4. Indemnification. SUBRECIPIENT shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by SUBRECIPIENT, SUBRECIPIENT's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

2.1.5. Insurance. In addition to any other insurance or bond required under this Agreement, SUBRECIPIENT shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

2.1.5.1. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

2.1.5.1.1. Provide coverage for owned, non-owned and hired autos.

2.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

2.1.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

2.1.5.2.2. Provide products and completed operations coverage.

2.1.5.2.3. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

2.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, SUBRECIPIENT may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

2.1.5.3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

2.1.5.4. Except for professional liability, all policies required of SUBRECIPIENT shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of SUBRECIPIENT's insurance and shall not contribute with it.

2.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

2.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

2.1.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

2.1.5.8. SUBRECIPIENT shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

2.1.5.9. Full compensation for all premiums which the SUBRECIPIENT is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

2.1.5.10. It is further understood and agreed by SUBRECIPIENT that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by SUBRECIPIENT in connection with this Agreement.

2.1.5.11. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for SUBRECIPIENT.

3. ADMINISTRATIVE REQUIREMENTS.

3.1. Uniform Requirements.

3.1.1. SUBRECIPIENT agrees to comply with all applicable components of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as enumerated in 2 CFR 200.400 and 2 CFR 200.500.

3.2. Financial Management.

3.2.1. Accounting Standards. SUBRECIPIENT agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

3.2.2. Cost Principles. SUBRECIPIENT shall administer its program in conformance with 2 CFR 200.400, "Cost Principles."

3.2.3. Documentation and Record Keeping.

3.2.3.1. Records to be Maintained. SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

3.2.3.1.1. Records providing a full description of each activity undertaken, services provided, and eligibility for participation in the program; and

3.2.3.1.2. Records required to determine the eligibility of activities; and

3.2.3.1.3. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Grant assistance; and

3.2.3.1.4. Records documenting compliance with the fair housing and equal opportunity components of the Grant program; and

3.2.3.1.5. Financial records as required by 2 CFR 200.300, 2 CFR 200.400, and 2 CFR 200.500; and

3.2.3.1.6. Other records necessary to document compliance with 2 CFR 200 Appendix XI.

3.2.3.2. Retention. SUBRECIPIENT shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including but not limited to, financial transactions, conformances with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three (3) years after the completion of the Project.

3.2.3.3. Property Records. SUBRECIPIENT shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement.

3.2.3.3.1. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 2 CFR 200.300 as applicable.

3.2.3.4. Close-Outs. SUBRECIPIENT's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out

period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), reporting all beneficiary information and project milestones as needed to document a national objective has been met and the obligations of the sub recipient agreement has been completed, and determining the custodianship of records. Further, SUBRECIPIENT shall take all steps required in 2 CFR 200.344.

3.2.3.5. Audits and Inspections. All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by it. Failure of SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. To the extent required by law, SUBRECIPIENT agrees to have an annual audit conducted in accordance with current CITY policies concerning subrecipient audits and, as applicable, 2 CFR 200.500.

3.3. Reports and Payment Procedures.

3.3.1. Program Income. SUBRECIPIENT shall report annually all program income as defined under 2 CFR 200.307(e)(1) generated by activities carried out with ARPA funds made available under this Agreement. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used to reduce the Federal award by the Federal agency and TMKC as opposed to increasing the award of the project. Program income is not anticipated as part of the HIS Day Center Expansion/Remodel.

3.3.2. Indirect Costs. If indirect costs are charged, SUBRECIPIENT will develop an indirect cost allocation plan for determining its appropriate share of administrative costs and shall submit such plan to CITY for approval, in a form specified by CITY.

3.4. Personnel and Participant Conditions

3.4.1. Non-discrimination Requirements. Under any related agreements or contracts, SUBRECIPIENT shall provide that no person, on the grounds of race, color, national origin, religion, gender, or physical handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ARPA Program funds. In addition, ARPA Program funds must be made available in accordance with the following:

3.4.1.1. The requirements of discriminatory conduct, 2 CFR 200.300.

3.4.2. Equal Employment Opportunity (Non-discrimination Clause).

SUBRECIPIENT shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. SUBRECIPIENT shall take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this nondiscrimination clause. SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or sexual orientation.

3.4.3. Women- and Minority-Owned Business Enterprises.

SUBRECIPIENT agrees to abide by the requirements and regulations issued pursuant thereto at 2 CFR 200.321. The foregoing requires the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally funded procurement contracts.

3.4.4. Small Business Concerns. This Agreement is subject to the requirements of the Small Business Act (15 USC 631 et seq.), as amended, applicable to 2 CFR 200.321, and any applicable rules and orders requiring aid, counseling, assistance, and protection, insofar as possible, with, for, or of the interests of small-business concerns in order to preserve free competitive enterprise; and placement with small businesses of a fair proportion of the total federally-funded purchases, contracts and services.

3.4.4.1. SUBRECIPIENT shall implement the specific small-business policies herein below to further the goals of the Small Business Act:

3.4.5. Equitable Opportunity. SUBRECIPIENT shall give small businesses an equitable opportunity to compete for prime contracts and subcontracts. SUBRECIPIENT shall include the applicable "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" clause in all contracts in connection with this Activity in amounts which may exceed \$10,000 except:

3.4.5.1. Contracts for personal services.

3.4.5.2. Bidder mailing lists shall include established and potential qualified small business concerns.

3.4.5.3. SUBRECIPIENT shall send invitations for bids, or request for proposals, to all firms on the appropriate mailing list which shall include an appropriate number of small businesses.

3.4.5.4. SUBRECIPIENT shall publicize proposed procurement and contract awards in accordance with these policies.

3.4.5.5. SUBRECIPIENT shall allow the maximum amount of time practical for preparation and submission of bid and proposals.

3.4.5.6. SUBRECIPIENT shall establish realistic delivery schedules to encourage small business participation.

3.4.5.7. SUBRECIPIENT shall furnish applicable specifications, plans, and drawings with invitations for bids and request for proposals or information as to locations where they may be obtained, or examined.

3.4.5.8. SUBRECIPIENT shall treat equal low bids in accordance with 2 CFR 200.320 (b).

3.4.5.9. SUBRECIPIENT shall encourage subcontracting to enroll small businesses.

3.4.5.10. SUBRECIPIENT shall place small purchases (amounts under \$25,000) with small businesses whenever appropriate.

3.4.5.11. SUBRECIPIENT shall refer small businesses seeking federal contracts, but lacking qualifications as contractors, to CITY and the Small Business Administration for assistance as may be appropriate.

3.4.6. Federal Labor Standards Provisions. SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (2 CFR 200 Appendix II (D)) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. SUBRECIPIENT shall maintain documentation which demonstrates compliance

with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

3.4.6.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, SUBRECIPIENT, and all contractors engaged under contracts in excess of \$2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with 2 CFR 200 Appendix II pertaining to such contracts and the applicable requirements of the regulations governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of higher rates. SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 2 CFR 200 Appendix II.

3.4.6.2. SUBRECIPIENT shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

3.4.7. Use of Grant Funds for Religious Purpose. SUBRECIPIENT shall permit no ARPA funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious' group over another, as further described at 2 CFR 200.

3.4.8. Prohibited Interest of Officials and Employees. No member or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of SUBRECIPIENT, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the ARPA Program during their tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement and the requirements and regulations of 2 CFR 200 Appendix II (C).

3.4.9. Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.4.9.1. If funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement (2 CFR 200.450).

3.4.9.2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Any person who fails to abide the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.5. Environmental Conditions.

3.5.1. Environmental Considerations. CITY and SUBRECIPIENT want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with 2 CFR 200 Appendix I (D)(2)(iv) if triggered by the proposed project or additional funding source, and CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) when required.

3.5.2. Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act 2 CFR 200 Appendix II (G), as amended, 42 USC 7401-7671q.) et seq and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

3.5.3. Relocation Assistance and Acquisition Policies. This Agreement is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 2 CFR 200.306 (H)(1).

3.6. Reversion of Assets. Upon expiration the subrecipient shall transfer to the recipient any ARPA funds on hand at the time of expiration and any accounts receivable attributable to the use of ARPA funds.

4. CITY'S OBLIGATIONS.

4.1. Copy of Regulations and Statutes. CITY will make available to SUBRECIPIENT a copy of any regulation CITY enacts to facilitate administration of said Program.

5. CITY'S REMEDIES. If SUBRECIPIENT fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and may demand SUBRECIPIENT return all funds granted to SUBRECIPIENT pursuant to this Agreement. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.

5.1. Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently therewith or from time to time.

6. MISCELLANEOUS.

6.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

6.2. Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

6.3. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire Agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by CITY Council and signed by all the parties.

6.4. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to

sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

6.5. Governing Law. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

6.6. Suspension and Termination. Any remedies taken by CITY for noncompliance on part of SUBRECIPIENT and, termination to the extent allowed by law shall follow 2 CFR 200.338-342 as enumerated.

6.7. Termination of Agreement. CITY reserves the right to terminate this Agreement upon giving SUBRECIPIENT notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to SUBRECIPIENT funds for work done prior to the effective date of termination. This Agreement may be terminated by any party upon 30 days written notice, served by mail or personal service, to all other parties.

6.8. Notices. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to CITY, addressed to:

City of Bakersfield
Economic & Community Development Department
1600 Truxtun Avenue, 3rd Floor
Bakersfield, California 93301

If directed to SUBRECIPIENT, addressed to:

Zane Smith, Executive Director
Boys & Girls Clubs of Kern County
P.O. Bin 5J
Bakersfield, California 93385

6.9. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

6.10. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

6.11. Negation of Partnership. CITY shall not become or be deemed a partner or joint venture with SUBRECIPIENT or associate in any such relationship with SUBRECIPIENT by reason of the provisions of this Agreement. SUBRECIPIENT shall not for any purpose be considered an agent, officer or employee of CITY.

6.12. Conflicts of Interest. SUBRECIPIENT stipulates that corporately, or individually, the firm, its employees and sub-consultants have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement and funds provided for herein (California Government Code Section 1090).

6.13. Tax Numbers.

" SUBRECIPIENT's" Federal Tax Identification No. 95-2462246.

" SUBRECIPIENT" is a corporation? Yes X No ____.
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

"SUBRECIPIENT"
BOYS & GIRLS CLUBS OF KERN COUNTY

DocuSigned by:
By: 
89DE75E05EE34ED
ZANE SMITH
Executive Director

(Additional Signatures on Following Page)

APPROVED AS TO CONTENT:
**ECONOMIC AND COMMUNITY DEVELOPMENT
DEPARTMENT**

DocuSigned by:
By: Jennifer M. Byers
JENNIFER M. BYERS
Economic & Community Development
Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachments: Exhibit "A" - Scope of Work
Exhibit "B" – Invoicing and Budget Detail

EXHIBIT "A"

American Rescue Plan Act (ARPA) Boys & Girls Club – Teen Center/Life & Workforce Readiness Center (Phase 1) Capital Improvement Project

Scope of Work

Purpose

For over 58 years, the Boys & Girls Clubs of Kern County have delivered quality, life-changing services to youth living in disadvantaged communities, including the Niles/Monterey Prosperity Neighborhood. These youth benefit from trained, caring Youth Development Professionals who help young people take control of their lives, envision productive futures, and reach their goals. The Boys & Girls Clubs of Kern County have three traditional and 67 school-based Club sites serving almost 14,500 children and youth annually. The Boys & Girls Club - E.L. Jack and Monica Armstrong Youth Center is at capacity, serving almost 1,000 youth and teens in 2023 (up from the 701 served in 2022). With this growth, the size of the dedicated space for the teens has decreased for regular programming. The goal of the new Teen Center/Life & Workforce Readiness Center in ARPA Qualified Census Tract 13 in East Bakersfield is to address the critical need for and expand comprehensive teen and young-adult programming and expand the Club's Workforce Readiness/Summer Jobs Program to a year-round program while enhancing the security of the Boys & Girls Club campus in East Bakersfield. The new building would provide secure, dedicated programming spaces tailored to the participants' specific age groups while addressing the capacity and space constraints at the Boys & Girls Club - E.L. Jack and Monica Armstrong Youth Center.

Description

To address these pressing needs, BGCKC has been awarded NINE HUNDRED THOUSAND DOLLARS (\$900,000) to expand its capacity to serve youth effectively. Planned upgrades to the Teen Center/Life & Workforce Readiness Center in Phase 1 include site preparation/site development for the (808, 812, 814, 820, and 828) Monterey Street properties (demolition, earthwork, utilities, paving/sidewalk, two parking lots, urban lighting, landscaping/irrigation, EV charging stations, closing the alley, and adding wrought iron fencing/gates will secure and enclose the Boys & Girls Club campus) while enhancing the Niles/Monterey Prosperity Neighborhood. With these enhancements, the expected outcomes for the teens and young adults served by the new Boys & Girls Club - Teen Center/Life & Workforce Readiness Center include improving academic performance, enhancing employability, fostering personal development, and strengthening community cohesion.

Capital Improvement Project Time Frame

Time frame is based on estimates and quotes obtained. Also, to allow for the facility to remain open during repairs. Completion dates may vary; however, all repairs will be completed by December 31, 2025.

January – February 2025	Bidding, Easement Vacation (Alleyway)
January – March 2025	Construction Documents
February – May 2025	Permits, City Plan Check
March – December 2025	Construction

Disbursement of Funds

CITY agrees to pay NINE HUNDRED THOUSAND DOLLARS (\$900,000) directly to the Boys & Girls Club of Kern County (BGCKC) within thirty (30) days of execution of this Agreement.

EXHIBIT "B"

INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made upon receipt of an acceptable "Corporation Payment Request" duly executed by or on behalf of the SUBRECIPIENT. The SUBRECIPIENT must execute all Payment Request forms. A completed Corporation Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to City's Economic and Community Development Department. The address for submittal is:

Economic and Community Development Department
City of Bakersfield
1600 Truxtun Ave, 3rd Floor
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice. Invoices received by CITY that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, CITY will notify the SUBRECIPIENT by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the SUBRECIPIENT. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by CITY.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 SUBRECIPIENT shall provide proof of payment to CITY for each invoice submitted for payment under this Grant. If the SUBRECIPIENT is not able to demonstrate proof of payment, CITY, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s); and

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number; and

1.5.3 Printed name of the SUBRECIPIENT, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number; and

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based; and

1.5.5 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the SUBRECIPIENT under the terms of this Agreement.

INVOICEGrant Funding: Encircle grant type **ARPA**

Grant Agreement No.

Purchase Order No.

Payment No.

To: City of Bakersfield
 Attn: Economic and Community Development
 Department
 Address: 1600 Truxtun Ave., 3rd Floor
 Bakersfield, CA 93301

From: Corporation _____

Mailing Address: _____

Grant Agreement Award Amount: \$_____

Reimbursement Requested \$_____

Program Income from ARPA \$_____

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

Corporation Representative_____
Date_____
Corporation Representative Name (Printed)

<div>CORPORATION PAYMENT REQUEST DISPUTE NOTIFICATION FORM</div>
<div>Name of Corporation: _____</div>
<div>Address of Corporation: _____ _____ _____</div>
<div>Date Payment Request Received: _____ Date Payment Request Declined: _____</div>
<div>Reason for Decline/Dispute: _____ _____ _____ _____</div>
<div>Reviewed By: _____ Title: _____ Dated: _____</div>

Certificate Of Completion

Envelope Id: 87FF9AC5CD5B4033B5991E9BD9777323

Status: Completed

Subject: Complete with Docusign: REV_BGCKC_ARPA Agreement_12-3-24.docx

Source Envelope:

Document Pages: 22

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

City Clerk's Office

AutoNav: Enabled

city_clerk@bakersfieldcity.us

Envelopeld Stamping: Enabled

IP Address: 174.46.226.5

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: City Clerk's Office

Location: DocuSign

12/4/2024 11:13:37 AM

city_clerk@bakersfieldcity.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Bakersfield

Location: DocuSign

Signer Events


Signature

Timestamp

Zane Smith

zanesmith@bgckc.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:

89DE75F05FE34FD...

Sent: 12/4/2024 11:17:41 AM

Viewed: 12/4/2024 11:28:45 AM

Signed: 12/4/2024 11:28:52 AM

Signature Adoption: Drawn on Device

Using IP Address: 173.198.104.182

Electronic Record and Signature Disclosure:

Accepted: 12/4/2024 11:28:45 AM

ID: 56bd75b6-6152-4e7e-b3fb-33edc925b08e

Jennifer M. Byers

jbyers@bakersfieldcity.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:

B8BFEC5FD685486...

Sent: 12/4/2024 11:28:54 AM

Viewed: 12/4/2024 12:16:34 PM

Signed: 12/4/2024 12:16:47 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.46.226.5

Electronic Record and Signature Disclosure:

Accepted: 5/26/2023 10:13:24 AM

ID: ab9ab9e6-74d8-43a0-b6e5-e1f3271042ea

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

12/4/2024 11:17:41 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	12/4/2024 12:16:34 PM
Signing Complete	Security Checked	12/4/2024 12:16:47 PM
Completed	Security Checked	12/4/2024 12:16:47 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bakersfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Bakersfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: City_clerk@bakersfieldcity.us

To advise City of Bakersfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at City_clerk@bakersfieldcity.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Bakersfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to City_clerk@bakersfieldcity.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Bakersfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to City_clerk@bakersfieldcity.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Bakersfield as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Bakersfield during the course of your relationship with City of Bakersfield.